



## **Simple Landlords - TERMS OF BUSINESS ('Terms')**

### **About Simple Landlords ('we', 'us', 'our')**

Simple Landlords is a trading name of Swinton Group Limited, registered in England No. 756681. Registered office, Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB United Kingdom. Authorised and Regulated by the Financial Conduct Authority under firm reference number 309599. You can check this by visiting the FCA's website [fca.org.uk](http://fca.org.uk)

### **Products offered and services provided by Us**

We are an independent insurance intermediary who acts on your behalf when arranging and administering your insurance policy. We act on behalf of your insurer when collecting premiums, issuing refunds and the handling of claims (if we are named as the claims administrator within your Policy Wording).

You will not receive advice or a recommendation from us but you will receive sufficient information to enable you to make an informed decision on whether the products offered and services provided by us are suitable for your demands and needs. This information will include the main features of the policy, key benefits and exclusions, significant conditions or obligations which you must meet and the period of cover.

We may ask some questions to narrow down the selection of products that we will provide details on, but you will need to make your own choice about how to proceed.

We arrange this type of policy with a single insurer, Ageas Insurance Limited. Full details can be found in your policy documentation.

### **Demands and needs**

Whilst we are not making a personal recommendation, the policy we are offering is based on the information provided to us by you and includes the level(s) of cover, policy features and additional cover options required to meet your individual circumstances. Your personalised Demands and Needs statement will be included within your Policy Schedule.

Please ensure that your sums insured/limits of indemnity are adequate as claims payments could be proportionately reduced if sums insured are too low. If any details are incorrect, or your circumstances change, please contact us.

### **Accepting our terms**

By asking us to provide a quotation, arrange a policy and perform any other ancillary services, you are providing your informed consent to be bound by these Terms.

If you are in doubt over any of these policy Terms, please contact us promptly.

## **Information you provide to Us**

When we arrange your insurance policy on your behalf with your insurer, we rely upon the information you provide to us. English Law states that you must provide honest and accurate answers to all of the questions asked by us during the application process.

You must take reasonable care in the responses you provide to the questions and statements concerning this insurance. If you fail in your duty of reasonable care and make a misrepresentation, insurers may impose different terms, refuse the amount of any claim payable or to avoid (cancel) the insurance contract from the start, and, in this event, any claim(s) under the contract would not be paid.

Under the Consumer Insurance (Disclosure and Representations) Act 2012, a misrepresentation may amount to a failure to comply with a request from an insurer for confirmation, or amendment, of details previously provided by you. Please be aware that the duty to take care not to make a misrepresentation exists not just prior to any contract being effected but also at any subsequent renewal and any variation of the contract terms during the period of insurance.

In the event of any deliberate or reckless misrepresentation the insurer may avoid the contract. Under the Consumer Insurance (Disclosure and Representations) Act 2012, a deliberate or reckless misrepresentation is a misrepresentation where you know it to be untrue or misleading (or do not care either way) and that you know (or do not care) that the matter it relates to is relevant to the insurer. The insurer may also avoid the contract where a careless misrepresentation has been made. A careless misrepresentation is a misrepresentation which is neither deliberate nor reckless. In such circumstances, if the insurer would not have entered the contract had the careless misrepresentation not been made, then the insurer may still be able to avoid the contract. However, if the insurer would have imposed different terms had the careless misrepresentation not been made, then the insurer may be entitled to treat the contract as if those terms applied.

## **Use of your personal data**

We are the Data Controller. We are part of The Ardonagh Group of companies, and we may share your information within The Ardonagh Group (see <http://www.ardonagh.com/> for details). We will use your personal information to:

- Assess and provide the products or services that you have requested
- Communicate with you in relation to servicing and administering your product
- Develop new products and services
- Undertake statistical analysis to help us improve our services and products
- Contact you about products that are closely related to those you already hold with us
- Provide additional assistance for these products or services
- Notify you of important changes to products and functionality changes to our websites

Only where you have provided us with consent to do so, we may also from time to time use your information to provide you with details of offers relating to additional products and services from The Ardonagh Group.

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices.

Further information is contained in our Fair Processing Notice, full details of which can be found on our website. This explains who we are, the types of information we hold, how we use it, who we share it with, how long we keep it for and informs you of certain rights you have regarding your personal information. If you are unable to access this website, details can be obtained by contacting the address or telephone number indicated in any recent correspondence or emails you have received from us.

You can also contact us for general data protection queries in writing to The Data Protection Officer, Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

## **What and how you will pay for your policy**

You will receive a written quotation in respect of your policy with a breakdown of the premium, insurance premium tax and any other costs applicable. You will be provided with the option to pay for your policy in full, by Credit/Debit card or monthly, by Direct Debit. We will discuss your payment options with you and answer any questions that you may have before you choose your payment method. We will not provide advice or a recommendation on how to pay for any insurance policy arranged by us.

## **Fees**

In addition to the insurance premium charged by the insurer, fees will be charged in the event of any of the following circumstances.

### **If the transaction is completed online:**

To arrange or renew your insurance	£10
To process a change to your policy	£5

### **If the transaction is completed offline (i.e. Over the phone):**

To arrange a new insurance policy	£30
To renew your insurance policy	£15
To cancel your policy after the 14-day cancellation period	£28
To process a change to your policy	£15

The above fees are not refundable, even if you choose to cancel your insurance policy.

## **Handling Money**

We hold monies as an agent of the insurer, and in line with strict agency agreement known as Risk Transfer. This means that premiums are treated as being received by the insurer when received in our bank account and that any claim settlement or premium refund is treated as received by you when it is paid over to you by us.

Where we receive money on your behalf, for example, refund premiums and claim cheques received from an insurer, it is our practice to deduct any amount which may be owed to us before making any payment to you.

## **How we are paid**

In addition to the administration fees charged for our services, as outlined in Fees (above), when we arrange a policy on your behalf, we will receive a commission from the insurer. The commission we receive from the insurer will either be a percentage of the total annual premium of the insurance policy or a flat fee.

We may also receive a bonus from the insurer if specific sales and/or profitability targets which have been set by the insurer have been met.

If we are involved in broking a credit agreement for you to pay for your insurance policy in instalments, we receive a commission from the credit lender, which is a percentage of the total annual amount of credit which they have provided to you.

You have the right to request from us information regarding any payment that we have received by arranging or renewing your insurance policy.

## **What happens when my policy ends?**

We will write to you in good time before the end of your insurance policy explaining what you need to do and, if we can renew your insurance policy, will send you details of the premium and terms and conditions of your renewal. If you wish to change the terms of your renewal, or if you do not want to accept the renewal, please notify us before your renewal date.

If you have selected for your policy to automatically renew, we will collect the renewal premium automatically using the payment method provided to us unless you choose to change your payment method or if you notify us that you do not want to renew your policy.

If you pay for your insurance policy by Direct Debit, we will continue to accept payment from you unless and until you specifically notify us or your insurer that you wish to cancel your insurance policy.

## **How do I cancel or amend my insurance policy?**

You can cancel or make changes to your insurance policy at any time simply by contacting us.

Depending on when you cancel your policy or the changes you need to make to your policy, different fees may be applied:

- If you wish to cancel within the 14 day cooling off period, you will be refunded any premium paid providing no claims have been made on the policy. We will charge you an administration fee as outlined in Fees.
- If you wish to cancel at any other time and no claims have been made, you will be refunded your premium on a pro-rata basis less an administration fee as outlined in Fees.
- If you wish to cancel at any time and a claim has been made, then you will not receive a refund and we will charge you an administration fee as outlined in Fees. If you are paying monthly by instalments, the remaining premium for the policy period is payable (in addition to the administration fee as outlined in Fees).

Your 'cooling off period' period starts on the date you buy the insurance policy or, if later, the date at which you receive your policy documentation.

For full details of your cancellation rights, please refer to the appropriate section within your Policy Wording.

## **How do I make a claim on my insurance policy?**

If you wish to make a claim or report a potential claim, please follow the instructions provided within your Policy Wording, quoting your insurance policy number or any other reference(s) which may be given to you.

You must provide any information or assistance which is requested from you. You must not settle, reject, negotiate or agree to pay any claim without the insurer's written permission.

Full details of how to claim on your policy are included in the Policy Wording.

## **How do I make a complaint?**

Our aim is to always provide a high standard of service to you. However, we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly.

If you have a complaint, please contact us in any of the following ways using the contact details found in your Policy Wording that accompanies these Terms:

- in writing (please mark your correspondence as 'Complaint')
- by e-mail (please mark your correspondence as 'Complaint')
- by telephone
- in person.

If you remain dissatisfied with the resolution of your complaint or if we've been unable to resolve your complaint within 8 weeks, you may be entitled to refer it to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of up to €2million and fewer than ten staff.

If you purchased your policy online you can also use the European Commission's Online Dispute Resolution service. This service will forward your complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. Their contact details are above, if you prefer to contact them directly. For more information about the Online Dispute Resolution service please visit <http://ec.europa.eu/odr>.

## **Financial Services Compensation Scheme ('FSCS')**

You may be entitled to compensation from this scheme if the insurer cannot meet their obligations, depending on the type of insurance and the circumstances of your claim.

Further information about compensation scheme arrangements is available from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 0800 678 1100.

## **Financial Crime**

In providing our services to you, we will not engage in any activity which would breach any applicable financial crime law, statute or regulation. These include, but are not limited to, those relating to financial and economic sanctions, the facilitation of tax evasion, anti-bribery and corruption, anti-money laundering and/or combatting the financing of terrorism.

We will not arrange any insurance or pay any claim which may result in us breaching any such laws, statutes or regulations. Where we reasonably believe that it is necessary or desirable, we may take certain actions including, but not limited to, ceasing to provide services to you, freezing funds held on behalf of you or a third party and/or passing on your details to relevant authorities or regulators. Where we reasonably believe that we are prohibited from doing so, we will not disclose the fact that we have taken such actions against you.

For the prevention and detection of fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Check and/or file your details with fraud prevention agencies and databases.

We and other organisations may also search these fraud prevention agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches, as required.

## **Call recording**

All calls may be recorded for the purposes of quality monitoring, fraud prevention and detection, compliance and training.

## **Governing Law**

These Terms are governed by the laws of England and Wales and if there is any dispute about these Terms or the services we provide under them, you and we both agree to the jurisdiction of the English courts (they should be decided by English courts).

## **Additional Policy Information**

These Terms provide information about us and the services we provide to you. Additional information relating to the specific terms of your insurance policy can be found in the following documents provided to you:

- Policy Wording: Forms the basis for the contract of insurance and includes all terms, excesses, exclusions and limitations.
- Policy Schedule: Details the excess payable upon any claim and outlines the cover provided, including a statement clarifying the basis of which insurance is accepted and what conditions apply. This document contains your personalised Demands and Needs statement.
- Insurance Product Information Document ('IPID'): The IPID is a simple summary of the products benefits, terms and key exclusions of the policy, in a standardised format.

Your documentation is available to view and download from your My account or by post at your request.